

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

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www.fairfaxcounty.gov/dpsm

VIRGINIA

ISSUE DATE:

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February 7, 2014	RFP200000	00964	Electronic Record and Arc			chive Manageme	∍nt
DEPARTMENT:	DUE DATE			CONTRACT SPECIALIST : Kristy D. Apperson;			
Information Technology March 7, 2014/ 2:00 PM				703-324-3217; kristy.apperson@fairfaxcounty.gov			<u>unty.gov</u>
Proposals - In accordance undersigned offers and agre or furnished to designated conditions accepted by Fairf	es, if the prop points within	posal is accepted, to fue the time specified. It	urnish items is understo	or services fo od and agreed	r which priced that with	ces are quoted, drespect to all te	delivered rms and
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Vendor Legally Auth Signature	orized	-		Date			
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Sealed proposals subject the Purchasing Agent at 12000 above.							

REQUEST FOR PROPOSAL NUMBER: TITLE:

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

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APPENDIX A – GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

APPENDIX B - PRICING AND FORMS

1. SCOPE OF CONTRACT:

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish through competitive negotiation a Contract or Contracts for the provision of a new automated Electronic Records and Archive Management System including Licenses and Associated Implementation Services as required, and/or, for a hosted image document management service(s) including scanning, indexing, file management, repository, reformatting and digital conversion services etc. accessible through the internet for Fairfax County.

Under this solicitation, the county may award contracts to multiple offerors.

- 1.2. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the Fairfax County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. Fairfax County reserves the right to make multiple awards as a result of this solicitation.
- 1.3. While multiple contracts under the multiple pricing groups may be awarded under this contract, an award does not guarantee work. Task orders will be issued on an intermittent, as-needed basis over the life of the contract as requirements may present themselves.

2. PRE-PROPOSAL CONFERENCE:

2.1. In lieu of a pre-proposal conference offerors are encouraged to submit their questions via email to the Contract Specialist at kristy.apperson@fairfaxcounty.gov or dpsmteam1@fairfaxcounty.gov by no later than 4:00 PM, February 19, 2014. An addendum with all submitted questions and their answers will be on the DPSM solicitation page at www.fairfaxcounty.gov/solicitation.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract will begin on date of award and terminate on December 31, 2018. This contract may be renewed for four (4) one-year periods, as mutually agreed upon. The contractor agrees that prices shall remain firm for one year. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices as may be determined by the Purchasing Agent.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

Fairfax County is seeking a Vendor or Vendors to provide:

- Hosted (or 'cloud') document/content management and image processing solution to process and store a variety of document types including paper and film media into retrievable and Searchable image formats. The intent is to convert paper and film to scanned, search-able images, indexing, and retrieval on-demand via the internet, and have the capability to meet future requirements and technology enhancements including mobile formats.
- 2. Fairfax County is seeking a versatile and fully integrated automated Electronic Content/ Records management system and associated implementation and conversion services intended to replace the county's legacy enterprise document and content management software with workflow, scanning and imaging capabilities at the county's discretion. This will include any third party software required for the full integrated solution and statement of supported scan devices, and required expert services.
- 4.1. Fairfax County IT Management Overview The Fairfax County Department of Information Technology (DIT) establishes standards and architecture for information and communication systems that are implemented in agencies throughout the county. In that role, DIT provides leadership, process, governance, resources, and expertise in deploying information technology, with the goal to increase the efficiency of agencies' services and operations, and improve citizen access to Fairfax County information and services. The Director of DIT is also the County's Chief Technology Officer (CTO) and has authority for strategic leadership for technology investments, and direction in deployment of technology county-wide. The CTO also has the responsibility for implementing policy and ensuring that County IT plans and projects are implemented in a manner consistent with principles of standardization, scalability, supportability that promotes efficiency and cost-effectiveness, and that are in alignment with County mission and vision elements.

The County's IT portfolio encompasses an array of systems, plans, and procedures covering the full spectrum of information services. Descriptions of these portfolio elements are provided below, along with some specific guidelines and standards that providers of products and services (Contractors/Vendors) must adhere to.

DIT has a practice center expert for enterprise-wide document/content management solution that assists county agencies in oversight of architecture, design, and infrastructure integration for their projects in this area.

- 4.2. **Enterprise Information Technology Environment**: The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published annually by Fairfax County Department of Information Technology and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system solicitations. The IT Plan is available at http://www.fairfaxcounty.gov/dit/itplan/. See Section 2.5 regarding the county's enterprise content and document management strategy.
- 4.3. Enterprise Data Communications Network: The County's Enterprise Network is the main data backbone serving all County agencies. The network is operated by the Department of Information Technology and serves over 13,000 devices in more than 300 locations. TCP/IP is the standard network protocol OSPF and BGP are the standard routing protocols employed by Fairfax County. In the LAN local area network environment the standard desktop speed is 100MBPS and the standard network backbone in a campus environment is Gigabit Ethernet over fiber. Remote sites are connected with varying levels of service depending on requirements. A majority of the County's remote sites are on I-Net or Institutional Network. I-

Net is a fiber network built in partnership with COX and Comcast through the Cable TV franchises. I-Net is a MAN Metropolitan Area Network employing a 10 Gigabit DWDM Dense Wave Division Multiplexing backbone circling the county and one Gigabit uplinks to 192 County sites including all Police and Fire stations and the Public Libraries. MPLS Multi-Protocol Label Switching is employed on the I-Net to allow County to provide multiple local networks for services such as Telephony, Wireless, and Public access PC's in the Libraries and Recreation centers. MPLS allows for security and traffic separation on the same physical fiber network. The balance of the County's remote sites employs ATM T-1 circuits, ISDN, or DSL to connect the network.

All Fairfax County sites are connected to the Enterprise Data Communications Network.

- 4.4. **County Information Systems Requirements:** Information systems delivery and management is governed by an Architecture Review Board and other program specific committees that are chartered to advice and /or direct development efforts and promote conformance to a variety of standards including but not limited to those in the IT Plan as noted in 4.1 above. In general, solutions that are installed at Fairfax County use industry standards and must meet the following requirements unless otherwise approved:
 - a. Enterprise Standards: The proposed solution must adhere to County IT Enterprise Architecture and Standards. The County standards are consistent with those adopted by large, complex enterprises of similar scope, scale and portfolio diversity and industry best practices that enable interoperability across disparate systems. Often county applications are non-generic varieties specific to local government requirements and/or market and may require interoperability with state and federal processes, thus the county standards include standards being promulgated by the federal government. Corporate applications will typically use market best of breed that has versions tailored to government.
 - b. Application Platforms and Architecture: The County is increasingly adopting the .Net platform for new development and interfaces utilizing XML-based web services. We also support COTS products that are .Net or JAVA based. "Zero footprint" (pure web based with no client-side install) applications are preferred. Thin clients may be acceptable in some applications. The County is adopting services-oriented architecture and is working towards a set of standards for publishing, consuming, and orchestrating services. The County generally prefers to use its selected standard enterprise tools for application integration over any proprietary or non-conforming approach in bridging systems and exchanging data.
 - c. Database/OS: The preferred database platforms are SQL Server 2008 and above on Windows Servers or Oracle on Solaris or LINUX Server. All database-related components of the solution, e.g. tables, stored procedures, scripts, XML schema, and related information must be fully accessible and available for support by central DIT or distributed County IT personnel. COTS solutions should be developed and configured using prescribed standards for SQL or Oracle and be flexible enough to run in consolidated database environments with other applications using different schemas and virtualization.
 - d. Deviances: Deviances from the architecture and standards may become a barrier to the sustainability of the County's integration and interoperability posture and may be subject to further review. All offerors must specifically disclose all aspects of the proposed solution which deviate from the documented standards and desired architectures, and provide approaches for consideration about the manner in which non-standard components may be integrated.

- 4.5. **Systems Development and Life Cycle (SDLC):** All software development should be conducted in a manner that substantially complies with the County's requirements:
 - a. Solutions shall conform to the County's Systems Development Life Cycle Standards that may be found at http://www.fairfaxcounty.gov/dit/SDLCS.pdf.
 - b. Deliverable documentation must meet standards for content as well as for quality when such requirements exist.
 - c. The County must have unrestricted use to reproduce and distribute any deliverables and documentation for any internal needs. In addition, the County must be permitted to distribute deliverables at its discretion to a third party to enable independent verification and validation.
 - d. The delivery of any proposed solutions must fully conform to the County's change management process and requirements. In general, County staff will manage and promote changes to the production environment only upon clearance through a change management process. Direct access to the production environment is generally prohibited except for vendor-hosted solutions.
 - e. The County has adopted the use of virtual machine (VM) technology for most preproduction environments except mainframe applications. Proposed solutions must be compatible with this approach.
 - f. All solutions whether COTS or hosted must meet Fairfax County IT Security Policy and HIPAA and other data privacy requirements.
- 4.6. **Graphical User Interfaces:** The County has standard templates that are required for its web sites to have maximum consistency across applications and content. Any hosted applications and some COTS applications should be able to present through the county template or simulation for county brand identity, and will need to contact the DIT Public Access Technologies team to arrange for alternatives to use of these templates.
- 4.7. **Databases and Operating Systems:** Certain data elements are standardized in format and content to enable enterprise-wide data usability, coordination of services, analysis, and public safety. New systems that use any of these elements are required to meet these requirements and any deviation from the standard must be documented and approved by the CTO. Standards for Database and Operating systems can be found in the Fairfax County Information Technology Plan: http://www.fairfaxcounty.gov/dit/itplan/.

5. STATEMENT OF REQUIREMENTS:

The automated solution which addresses Fairfax County needs will contain an integrated suite of Scanning and Content/Records Management modules that address the full spectrum of digitalization functions. Due to the variety of size and color of the County records, the vendor has to provide the best and most cost effective means of capturing the documents. Offerors may bid to supply scanning, reformatting, and digital conversion services exclusively, and multiple vendors may be selected. See the pricing schedule in Appendix B for specific services required and estimated quantities. An estimated 80% of all scanning will be with legal or letter size documents. Approximately 20% of documents will be oversize. Vendor should be able to provide Electronic scanning solution to host online at vendor site or an Electronic Records Management System at Fairfax County for scanned documents.

If requested by Fairfax County, original documents shall be picked up by the vendor and the original records are to be returned with the completed scanned images. The vendor is responsible for the security and protection of all physical documents while in their possession and all scanned images/documents hosted online at vendor site. The agency/department may also request that the vendor temporarily hold and store the original agency documents after scanning has been completed. Sorting or preparing of the documents shall be performed by the Fairfax County departments/agencies in agreement with the vendor unless other arrangements are made with the vendor to have them do it offsite at the vendor's facility. The vendor shall provide document preparation procedures to host online at vendor site or at Fairfax County.

Several Fairfax County agencies currently have web based document repositories with a private vendor. The vendor will be responsible to migrate over all documents to the new Digital Document Repository locations or host online at vendor site, ensuring that all documents are retained intact and accessible to the various Fairfax County departments/agencies using the established indexing. This service is to provide instant, secure, and accessible document images across various geographic locations through the storage of these images in an electronic data center repository. Images may be provided directly to the vendor for storage by Fairfax County or the documents may be scanned inhouse or at a vendor's location by the vendor and placed in a data center.

All document images and original documents are considered Public Records and remain the sole property of Fairfax County. If the vendor should go into receivership, bankruptcy, or be sold, all original documents, document images and associated metadata and indexing information will be returned to Fairfax County unless other arrangements have been made specifically by Fairfax County with a new or existing vendor. Vendor to provide unlimited users access to all documents stored at Fairfax County or vendor site will have 24/7 access by Fairfax County staff vendor to provide any necessary software and or hardware to accomplish the image storage, and provide training for Fairfax County staff as needed. Fairfax County requires reliable archival of the data that comprises electronic records.

Fairfax County would establish Electronic records retention procedures based on Virginia state Records retention and disposition schedules. The vendor will maintain the images based on Fairfax County retention procedures, and will provide a Certificate of Records Destruction (Form RM-3) to Fairfax County Archivist for signing before the images (records) are deleted from the repository. Documents containing social security numbers or other privacy protected information shall be destroyed by electronic shredding or pulping in accordance with Virginia Administrative Code (17VAC15-120-10 et. seq.). Electronic images hosted at Fairfax County, the staff is responsible for assigning a retention period. Physical documents shall be destroyed by shredding, burning or pulping unless Fairfax County has determined that they do not require secure disposal and may be recycled.

Electronic documents are covered under FOIA and VFOIA. Providers of hosted solutions and repositories must a have process for compliance with FOIA and VFOIA, to include retrieval of electronic data requested. Such requests will only be officially made by an official representative of Fairfax County. The provider must also have a process recognized for e-Discovery requirements.

5.1. **Application Hardware**

For COTS solution, the vendor must describe the application hardware environment that is ideal for operating the application, including but not limited to base unit or CPU. The vendor must provide a detailed specification list for all hardware to include storage method required for implementation and operation.

The application must be accessible from thin client type as well as from desktop computers running versions of the Windows operating system.

For hosted solution, the vendor must provide hardware environment that provides optimal performance and provide proof based on testing.

5.2. Server Hardware

System must have inherent high-availability or be capable of being installed into a highly-available environment (clustering, fail-over server farm, etc.). It should be capable of running on a traditional or on a virtual server.

5.3. Client Software

Client software, if necessary, must meet Fairfax County Information Security standards as described in the Fairfax County Information Technology Plan: http://www.fairfaxcounty.gov/dit/itplan/.

If client software is browser-based it must be compatible with Microsoft Internet Explorer Versions 8 or higher.

5.4. Server Software

Server software must be Windows Server 2008 R2-compatible.

The application must have integrated backup capability or be capable of being taken offline programmatically for scheduled backups.

It should provide automated notifications or system alerts without the need for manual queries. Notifications should include system failures. Automated notifications might be of the following type: flags, automatic e-mails, reports automatically generated and e-mailed, or other type of notification that will gain the attention of managers.

All components must meet Fairfax County Information Security standards as described in the Fairfax County Information Technology Plan: http://www.fairfaxcounty.gov/dit/itplan/.

6. SECURITY REQUIREMENTS:

6.1. Remote Access

Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises.

Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.

Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.

Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.

External access to and from information systems shall meet Fairfax County remote access standards and guidelines.

Fairfax County employees and contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.

All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.

The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.

Whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information, the link shall be encrypted.

Sensitive or Confidential information may not be removed from Fairfax County Government premises unless the information's owner has approved in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents containing Sensitive or Confidential information. An exception is made for authorized off-site backups which are in encrypted form.

Users shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, or port scanners while connected in any manner to the Fairfax County network infrastructure.

6.2. Sensitive and Confidential Information

Sensitive or Confidential information may not be removed from Fairfax County Government premises unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents containing sensitive or confidential information. This paragraph does not apply to authorized off-site backups which are in encrypted form.

6.3. Authorized Tools and Programs

Except as otherwise expressly authorized by DIT/ISO, contractor shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.

7. WARRANTIES:

- 7.1. The Offeror shall include in its proposal a list and description of warranties provided, including but not limited to:
 - Warranty of Performance one-year performance warranty covering the specifications for and performance of all software and services, commencing upon system acceptance
 - 2. Warranty of representations made by Offeror in response to RFP
 - 3. Warranty Against Viruses Offeror warrants against deliberate time bombs encrypted key technology to disable the system or otherwise hinder system functionality

- 4. Warranty of Offeror Capability Offeror is financially viable and there are no legal proceedings against the offeror that could jeopardize this agreement
- 5. Warranty of Past Success System is installed and running at other similar locations, and there is no pending litigation against the vendor based upon problems with the system and vendor performance
- 6. Configuration Warranty Offeror warrants that the system provided and installed includes all components necessary to perform the processing presented
- 7. Release Warranty Offeror warrants the combination of hardware, software, and operating system requirement

The period of time the warranty is in effect should not overlap with that of the maintenance agreement. Should both warranty and maintenance agreements run concurrently, the offeror must provide sufficient evidence to demonstrate the benefit of services under both agreements. Otherwise the maintenance fees should not be incurred until after the warranty period has expired.

8. DISASTER RECOVERY / CONTINUITY OF OPERATIONS

8.1. The Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system and data. The plan should be coordinated with the overall agency County Continuity of Operations Plan (COOP).

The document should provide a way to maximize the effectiveness of disaster recovery operations through an established plan that consists of at least the following phases:

- Notification/Activation Phase: detect and assess damages and activate the plan.
- Recovery Phase: restore temporary IT operations and recover damages done to the original system.
- Reconstruction Phase: restore IR system processing capabilities to normal operations

9. OFFEROR'S SURETY (optional paragraph)

9.1.	Provide the following information regarding the Offeror's surety:
	Surety Company
	Address
	Individual to Contact
	Title
	Telephone Number

The Surety must be included in the current list of "Companies Holding Certification of County as acceptable sureties on federal bonds and as acceptable reinsuring companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department.

Using the Surety Statement included in this Application, Surety shall state that, based on the Surety's present knowledge, Surety knows of no reason at this time that Surety would not be able to provide the following bonds for the applicant in connection with the Project.

- a. Performance Bond
- a. Payment Bond

The County expressly reserves the right to reject the applicant if the Surety Statement does not satisfy the foregoing requirements.

10. ANCILLARY AGREEMENTS

10.1. The Contractor shall provide and maintain separation of terms and Agreements for Software Licenses, Software Maintenance, Technical Support, and Consulting Services:

a. Software License

Software Licenses must be clearly defined as to the use rights. Unless otherwise negotiated, the County assumes a non-exclusive, perpetual use of any licenses purchased, independent of maintenance, services, and or support agreements. Generally speaking, the County will not lease licenses except under "Software as a Service" arrangements that include external hosting.

b. Software Maintenance

Maintenance, if any, must be calculated from a clearly defined basis and be an optional purchase at the County's discretion. Routine updates, fixes, or patches shall be included within the base license and shall not be subject to a separate maintenance contract. Unless otherwise negotiated, the County assumes the maintenance basis to be the net price dollar amount of non-exclusive, perpetual use licenses times the annual maintenance percentage amount, not to exceed 15%, and due in advance of the period covered on an annual or quarterly basis. Any software customizations not covered in the maintenance terms must be clearly identified by the Contractor.

c. Technical Support and Consulting Services

Other than maintenance on the software licenses, services shall be delivered under separate terms as defined in a specific statement of work, conforming to County standards. Support services including consulting and development services, implementation services, and tech support for customizations not covered by software license maintenance must be detailed separately. Unless otherwise negotiated and conforming to this requirements, the County assumes all customizations and software code is fully covered under the maintenance agreement, if any.

d. Use/Subscription Fees

Fees must be shown based on the provider's proposed metrics and for reasonable performance to include the time to access and retrieve a document.

11. SOFTWARE UPGRADES AND PATCHES:

- 11.1. The Contractor shall make available to the County at no additional charge all upgrades and patches to the software as they are released so long as the County is currently under the Contractor's software maintenance agreement. If the County opts to take advantage of the patch or updated version, the Contractor shall install and support it under the on-site maintenance agreement.
 - **a.** To ensure that documentation is consistent with the operating environment, updated documentation must be delivered concurrently with the software update.
 - **b.** Upgrades and patches will be applied in accordance with change management procedures.

12. TASKS TO BE PERFORMED:

12.1. Project and Solution Planning

Initially, the vendor will work with the IT and Archivist staff involved in the implementation to determine uses and parameters associated with the vendor's solution.

The Vendor will conduct comprehensive detailed product design and discovery sessions that will address the County's requirements and supporting documentation. Its purpose is to allow the Vendor to perform a reasonability assessment and confirmation of the extent to which County requirements are addressed by the baseline product and requirements for work flow integration and interfaces.

12.2. Implementation Work Plan and Project Management

- a. For implementation services if selected, vendor shall prepare the following documents for each one of the Project's Tasks:
 - Final design and solution specifications based on county requirements
 - Implementation Plan to include Customization if needed, as well as Gantt Chart prepared using MS Project
 - Training Plan
 - Qualified Staff Assignments
 - Final cost of deliverable
 - · Other deliverables as negotiated

For each task, the Vendor will provide the County with Project Implementation Plan showing the approach, level of effort, task listing and breakdown structure, major milestones and time to completion. The Work Plan, Milestones and Deliverables will include a Delivery/Completion Schedule that clearly identifies the deliverables and the time of delivery. The work plan should address implementation of each of the subsequent phases of the project.

- b. The Vendor must also prepare a formal risk management plan for this project as part of this task. A risk management team composed of both County and vendor representatives will define a detailed risk management protocol based on an existing standard such as that developed by the Software Engineering Institute (http://www.sei.cmu.edu/) at Carnegie Mellon University.
- c. The vendor will assist the Fairfax County project team in evaluating the existing business process and determining new process as needed for optimal use of the technology.
- d. The vendor will provide bi-weekly updates on project status to the County project manager. Such updates shall include, but not be limited to all completed or pending actions, status of deliverables, variances from work plan projections, and planned versus actual delivery dates, which is not a separate cost.
- e. Approval by the County Project Manager will be required to finalize the plan and effective dates.

12.3. Training

The vendor shall develop a training plan and curriculum for technical staff and users.

12.4. Post Production Maintenance and Support

For a product implementation project, the systems shall move into maintenance and support mode upon the termination of the warranty period. As part of this step, vendor will provide technical support and post-implementation maintenance services as negotiated.

For a 'cloud' hosted solution, the provider is expected to meet performance and availability requirements on no less than 98%, with 100% document integrity.

12.5. Warranty

For a product implementation project, after final production cutover and acceptance testing certification, the system will move into the warranty phase, which extends for one year from the production cutover date.

For a 'cloud' hosted solution, the provider is expected to meet performance and availability requirements on no less than 98%, with 100% document integrity.

12.6. Other Services/Quality Control

The County may at its option procure the services of a third party to perform independent verification and validation. When this requirement exists for a particular project, the County will validate the findings, if any, and the vendor must address any of the noted as material issues in a timely fashion.

13. TECHNICAL PROPOSAL INSTRUCTIONS:

13.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides. Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals should cover the general topics outlined in this section and the Tasks to be Performed and emphasize the Offeror's approach to the work. Proposals will be evaluated on the basis of information presented by the Offeror as it relates to the evaluation criteria listed in this RFP. The offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs.

13.2. Cover Letter

The cover letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. This letter will also contain statements confirming inclusion of all proposal submittals as referenced in Section 14.1.

13.3. **Executive Summary**

The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. In addition, the Offeror must clearly and specifically detail all exceptions to the exact requirements identified in this RFP.

13.4. Offeror Profile and Product History

The Offeror will provide a profile of its organization and all other companies who will be providing products or services either through a subcontracting arrangement with the Offeror or through a separate contract to be negotiated with the County. At a minimum, the Offeror will provide the following information on a single page:

- Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers
- b. Number of years in business
- c. Number of years involved with proposed software
- d. Total number of employees
- e. Number of employees dedicated to proposed solution (support, development, etc.)
- f. Total number of clients with proposed product in production
- g. Number of clients installed on release proposed
- h. Number of signed contracts in progress
- i. Latest gross sales revenue
- j. Latest gross income
- k. Latest 10Q Security Exchange Commission

13.5. Understanding of the problem and technical approach.

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

13.6. **Preliminary Work Plan**:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

In the case of a hosted 'cloud' solution, the offeror must clearly define the responsibilities of the provider and Fairfax County in establishing the solution, submitting and indexing documents, and for any required infrastructure or web-service.

13.7. **Proposed Solution** (description of proposed product)

Details will include any operating system, support, or software with appropriate release levels, operation requirements, on-line diagnostics and help, security requirements, connectivity requirements, and disaster recovery program. A detailed description of the proposed system configuration, associated system components, and available options must be included, as well as a list of the necessary installation and training services.

In the case of a hosted 'cloud' solution, the offeror must clearly define the responsibilities of the provider and Fairfax County in establishing the solution, submitting and indexing documents, and for any required infrastructure or web-service. The provider must also declare its capabilities in high availability environment, or IT COOP/DR plan.

13.8. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- 1. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter. The Offeror's record should reflect experience in work of a similar nature and magnitude to that being proposed. Relevant experience must be associated with projects completed not more than three years prior to the date of this RFP. The County is interested in reference sites with similar services, and is interested in organizational competence certified at the CMMI level 2 or higher.
- 2. <u>References</u>: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. The Offeror will provide a reference for at least two customers. References should contain the contact information for relevant installation sites, including customer name, site location, industry, customer base, user base, implementation date, hardware platform, product name/version number, and a brief description of the engagement.
- 3. <u>Personnel:</u> Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

4. If a "best of product" approach is proposed, preference will be given to Offerors that have proven experience working in a similar implementation with the vendors in their proposal.

14. COST PROPOSAL INSTRUCTIONS:

14.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – appendix B). The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

a. The Offeror will provide a detailed breakdown of all costs required for the successful implementation and ongoing operation of the proposed solution, utilizing the Cost Worksheet distributed with this proposal. The County encourages the offeror to fully identify costs associated with the proposed solution. To minimize or hedge on product costs will only serve to place the offeror at a disadvantage.

The worksheet must be completed; failure to provide the worksheet may cause the offer to be determined to be non-responsive. Offerors should provide fixed prices in all areas where possible and give their best estimates on all others. The Offeror must identify those costs that are not fixed. Proposed pricing shall be F.O.B. destination and shall NOT include state and local taxes.

For a hosted/cloud service, please indicate the pricing model based on the providers metrics.

The County will require the offeror to propose all equipment and material on this project. The equipment will be new unless otherwise agreed to in writing by the County. The County has the option to solicit third parties for alternative costs.

b. Labor costs should include number of man-hours and applicable actual or average hourly rates, overhead rate, travel and expenses.

14.2. Financial Statements:

The offeror shall provide an income statement and balance sheet from the most recent reporting period.

15. CONSULTATION SERVICES:

15.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. Contractor staff involved in implementation or maintenance activities may be required to work after normal business hours.

16. PRICING:

- 16.1. The subsequent contract will be a firm-fixed price/rate agreement. The price and/or rates offered in the offerors cost proposal will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 16.2. As this may be a multiple award contract, some items listed in the Pricing Schedule may be used on a Task Order basis. All pricing for the Task Orders must be in accordance with this paragraph and be accompanied by a Statement of Work (SOW) for that Task Order.

- 16.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 16.4. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

17. TRADE SECRETS/PROPRIETARY INFORMATION:

- 17.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 17.2. The offeror must identify and clearly mark or label the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

18. CONTACT FOR CONTRACTUAL MATTERS:

18.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Kristy D. Apperson, CPPB, Contract Specialist II Department of Purchasing and Supply Management

Telephone: (703) 324-3217

Kristy.apperson@fairfaxcounty.gov

18.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 23.3).

19. REQUIRED SUBMITTALS:

19.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

20. SUBMISSION OF PROPOSAL:

20.1. One (1) original (duly marked) and six (6) copies of the Technical Proposal, and one (1) original (duly marked) and six (6) copies of the Cost Proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management 12000 Government Center Parkway, Suite 427 Fairfax, Virginia 22035-0013 Telephone: 703-324-3201

20.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted

- on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.
- 20.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 20.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.
- 20.5. Each original and set of the six (6) copies of the proposal shall consist of:
 - a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 13, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 14, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 20.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

21. LATE PROPOSALS:

21.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

22. PERIOD THAT PROPOSALS REMAIN VALID:

22.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

23. BASIS FOR AWARD:

- 23.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 23.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 23.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 12.1 above.

Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

- 23.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 23.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

23.6. Proposal Evaluation Process

1. Part I - Overall

Proposals will be evaluated in Part One based on the following criteria:

- a. Offeror Profile Offeror stability, industry presence, and commitment to the proposed product will be evaluated using information provided in the proposal. The County will also evaluate the offeror's commitment to the product and its continued enhancement using information provided in the Offeror Profile and Product History, and additional discovery work.
- **b. Product Functional Fit** The extent to which the proposed solution will meet the County's functional requirements will be determined based on the offeror's responses in the Functional Description section. Preference will be given to solutions that rely on product configuration rather than modification (customizations).
- c. Product Technical Fit The extent to which the product meets the County's technical and security requirements will be evaluated based on the responses to the Functional Description section and the information provided in response to the following Proposal Sections: Requirements, Tasks to be performed, and Appendices.
- **d. Conformance** Degree of conformance to the County's technical architecture, security, and system performance standards.
- **e. Configurability** The proposed product is easily changed and/or modified by users and is rich in configurable features and functions.
- f. **Product Integration** The proposed product has modules/code/processes that have been demonstrated to perform in a seamless manner installed. In instances where additional products are needed to support County business needs the vendor demonstrates experience with the proposed additional products.
- g. Customization and Functionality The extent of coding changes needed to comply with business requirements.

- h. **Proposal Implementation Plan** The offeror's ability to successfully implement the proposed solution will be measured based on the information provided paragraph 7, Technical Proposal Instructions. Review will focus on the following:
 - Methodology and approach
 - Timeline
 - Implementation history
 - Project organization
- i. Proposed Personnel The offeror has proposed highly qualified, experienced personnel for their proposed project team roles. The number of full time employees and expected duration of service for each individual is clearly stated and adequate to perform the work. The experience level and/or technical expertise to be provided by each team member are stated. Also, include a resume of each individual who will be assigned to this engagement. The review will focus on the following:
 - Staffing levels
 - Staff product experience
 - Staff Qualifications

2. Part II - Demonstrations

Proposals will be evaluated in Part Two as follows:

- a. Reference Checks and other discoveries The offeror's ability to meet the service requirements of its customers, and its responsiveness to its clients will be evaluated through discussions with Offeror references supplied in Offeror Qualifications and supplemental discovery work, as necessary. Research will target areas concerning offeror history, such as implementation success, cost overruns, project support and post implementation support, and may include inquiries concerning the product, such as stability, flexibility and usability.
- **b. Product Demonstration** An onsite scripted demonstration may be requested if needed and will consist of presentations in the following areas:

Offeror presents an overview of their proposed solution to the County

- System Features and Functions
- System Administration functions
- System Reporting Functionality

The evaluation of the product demonstration should be based on the following:

- Product usability the intuitive logic, feel and execution of the software; the extent to which
 the user is able to use the software with minimal instruction, ease of use of the product.
- Product flexibility Configurability of the software to meet the specific functional needs of the customer.
- Product Functions and Features Extent to which the product performs the functions and provides the features outlined by Fairfax County.
- Preparation Professional demeanor, responsiveness, quality of assistance and thoroughness of the vendor in preparing for and executing the demonstrations, including the manner, extent and tone of response to user questions and inquiries.
- Technical Product Assessment Ease of installation in the County technical environment, configurability during installation, responsiveness of offeror technical staff. The Technical Product Assessment will be conducted by the County technical staffs who are involved.

3. Part III - Cost

Proposed cost will be evaluated using the Cost Worksheet submitted with the offeror's proposal and any narrative that may accompany it. The cost proposal must include an estimate of the cost for a Gap Analysis by the offeror focusing on the identified gaps between the county's desired functionality and performance and the product constraints or limitations as known by the offeror.

4. Part IV - Oral Presentations

Based on the results of Part I - Part III of the evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee.

Site Visits and other Discoveries – Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal. Site visits, as well as general product and market research, will be used to evaluate the product usability, effectiveness, vendor responsiveness and vendor support practices of the proposed solution in similar operating and business environments. Fairfax County reserves the right to make on-site visits to assess the capabilities of individual offerors, to contact references provided with the proposal, or to contact any other site that may have experience with the offeror's products.

5. Part V - Negotiations

- 23.7. The Selection Advisory Committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 23.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 23.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 23.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 23.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D).

24. INSURANCE:

- 24.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 24.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

- If the Contractor delivers services from a County-leased facility, the Contractor is required
 to carry property insurance on all equipment, to include County-owned installed and
 maintained equipment used by the contractor while in their care, custody and control for
 use under this contract.
- 24.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a <u>forty-five</u> day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 24.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

25. METHOD OF ORDERING:

- 25.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 25.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 25.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 25.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 25.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

26. REPORTS AND INVOICING:

- 26.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 26.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services;
 - d. The type of services:
 - e. Purchase Order Number and/or Contract Number and,
 - f. The itemized cost for each item/service.
- 26.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 26.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

27. PAYMENTS:

27.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 12, **TASKS TO BE PERFORMED**.

28. CHANGES:

- 28.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 21.1. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

29. DELAYS AND SUSPENSIONS:

- 29.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 29.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 29.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

30. ACCESS TO AND INSPECTION OF WORK:

30.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

31. PROJECT AUDITS:

- 31.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
 - a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

- b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
- c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
- d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 31.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 31.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 31.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 31.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

32. DATA SOURCES:

32.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

33. SAFEGUARDS OF INFORMATION:

33.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

34. ORDER OF PRECEDENCE:

34.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

35. SUBCONTRACTING:

35.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.

35.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

36. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 36.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 36.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 36.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 36.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 36.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

37. NEWS RELEASE BY VENDORS:

37.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

38. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 38.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 38.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

39. HIPAA COMPLIANCE:

- 39.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 39.2. Further information regarding HIPAA Compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.

40. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

40.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by

reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

- Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
- 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- **6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/bidtab.htm. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

- **16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
- 18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
- 19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

- 20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.
- 21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
- 22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference:
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
- 25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:
 - County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
 - b. General Conditions and Instructions to Bidders,
 - c. Special Provisions and Specifications,
 - d. Pricing Schedule,
 - e. Any Addenda/Amendments/Memoranda of Negotiations
- 26. TIE-BIDS If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

- 28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
- 29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- **30. REQUIREMENT BID QUANTITIES**-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

- **31. TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- **32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- **34. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
- 35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
- **36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
- 37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- **38. NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.
- **39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
- 40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- **42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

- **44. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- **45. PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

- 47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- **48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- **49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.
- **50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
- **51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
- **52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
- **53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.
- **54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.
- **55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
- **56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - 1. The Purchase Order Number,
 - 2. The Name of the Article and Stock Number (Supplier's),
 - 3. The Fairfax County Identification Number (FCIN), if specified in the order,
 - 4. The Quantity Ordered,
 - 5. The Quantity Shipped,
 - 6. The Quantity Back Ordered,
 - 7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

- **58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.
- **59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- **60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
- **63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- **65. LICENSE REQUIREMENT**-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- 66. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- **67. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- **68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the
 person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code
 of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

- 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project:
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.
- 75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- **76. PROFESSIONAL AFFILIATION**-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.
- 77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- **78. VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.
- **79. IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:	
/S/ David P. Bobzien COUNTY ATTORNEY	
/S/ Cathy A. Muse COUNTY PURCHASING AGENT	

OFFEROR DATA SHEET

NAME OF OFFEROR:	
ADDRESS:	
E-MAIL ADDRESS:	
Name and e-mail addresses of both service and fiscal representatives (Key P who would handle this account.	Personnel)
Service Representative: Telephone Number: (
Fiscal Representative: Telephone Number: () E-Mail Address:	
Payment Address, if different from above:	
Fairfax County Vendor Number:	
(Note: Vendors can register for the number above at: www.fairfaxcounty.gov/vend	orportal)_

Item No.	Item Description	Est. Annual Qty.	UOM	Unit Price routine QC	Unit Price 100% Image verification & QC
SECT	ION A- Scanning Reformatting S	ervices			
1	Scanning of individual documents 11x17" or smaller with output in either TIFF, JPEG or PDF at 200 dpi or 300 dpi with routine image verification and quality control	20,000	Per Image	\$	\$
2	Same as above at 600 dpi	10,000	Per Image	\$	\$
3	Digitization & conversion of oversize documents or drawings between 12"x 18" and 18"x 24" with output in either TIFF, JPEG or PDF image format at 200 dpi with routine verification and quality control and labeling to client specifications for numbers and/or names	20,000	Per Image	\$	\$
4	Same as above at 300 dpi	15,000	Per Image	\$	\$
5	Same as above at 600 dpi	10,000	Per Image	\$	\$
6	Digitization & conversion of oversize documents or drawings between 22"x 34" and 36"x 48" with output in either TIFF, JPEG or PDF image format at 200 dpi with routine verification and quality control and labeling to client specifications for numbers and/or names	15,000	Per Image	\$	\$
7	Same as above at 300 dpi	10,000	Per Image	\$	\$
8	Same as above at 600 dpi	10,000	Per Image	\$	\$
9	Digitization & conversion of oversize documents or drawings LARGER than 36" x 48" with output in either TIFF, JPEG or PDF image format at 200 dpi with routine verification and quality control and labeling to client specifications for numbers and/or names	10,000	Per square foot or Per Image	\$	\$

Item No.	Item Description	Est. Annual Qty.	UOM	Unit Price routine QC	Unit Price 100% Image verification & QC
10	Same as above at 300 dpi	2000	Per Image	\$	\$
11	Basic indexing for each document, 5 or less fields of 50 characters or less per field	300000	Per Docum ent	\$	NA
12	Provide document preparation for the successful electronic scanning of original documents according to arrangements agreed upon by both agency and contractor	NA	Per hour	\$	NA
13	Cost to temporarily store record center boxes at the contractor's facility	NA	Per daily box rate	\$	NA
14	Destruction of original documents requiring secure disposal (i.e. shedding or pulping)	NA	Per Record s Center Box	\$	NA
15	Destruction of original documents not requiring secure disposal (i.e. recycling)	NA	Per Record s Center Box	\$	NA
16	Place bitonal (black & white images, legal size or smaller) at 200 or 300 dpi on 16mm silver masters meeting Library of Virginia's archival standards	300	Per 100 foot reel	\$	\$
17	Same as above	100	Per 215 foot reel	\$	\$
18	Diazo 16mm copies of silver masters from above	300	Per 100 foot reel	\$	\$
19	Same as above	100	Per 215 foot reel	\$	\$
20	Silver duplicate 16mm film copy	100	Per 100 foot	\$	\$

Item No.	Item Description	Est. Annual Qty.	UOM	Unit Price routine QC	Unit Price 100% Image verification & QC
			reel		
21	Same as above	100	Per 215 foot reel	\$	\$
22	Place TIFF bi-tonal (black & white images), legal size or smaller) at 200 or 300 dpi on 35mm silver masters meeting Library of Virginia's archival standards	50	Per 100 foot reel	\$	\$
23	Diazo 35mm copy	50	Per 100 foot reel	\$	\$
24	Silver 35mm duplicate	50	Per 100 foot reel	\$	\$
	Digitize images from the various 16mm and 35mm film formats below to TIFF or PDF image format with routine verification and quality control and labeling to client specifications for numbers and/or names. 200000 images combined	200000		NA	NA
25	between items 25 thru 34 Digitize images from 16mm archival silver master reel of film to TIFF or PDF image format at 200 DPI with routine verification and quality control and labeling to client specifications for numbers and/or names		Per Image	\$	\$
26	Same as above with 300 DPI		Per Image	\$	\$
27	Digitize images from 35mm archival silver master reel of film to TIFF or PDF image format at 200 DPI with routine verification and quality control and labeling to client specifications for numbers and/or names		Per Image	\$	\$

Item No.	Item Description	Est. Annual Qty.	UOM	Unit Price routine QC	Unit Price 100% Image verification & QC	
28	Same as above at 300 DPI		Per Image	\$	\$	
29	Digitize images from (35mm Frame) Aperture Cards to TIFF or PDF image format at 200 DPI with routine verification and quality control and labeling to client specifications for numbers and/or names		Per Image	\$	\$	
30	Same as above at 300 DPI		Per Image	\$	\$	
31	Digitize images from microfiche jackets w/16mm image strips to TIFF or PDF image format at 200 DPI with routine verification and quality control and labeling to client specifications for numbers and/or names		Per Image	\$	\$	
32	Same as above at 300 DPI		Per Image	\$	\$	
33	Digitize images from unitized microfiche to TIFF or PDF image format at 200 DPI with routine verification and quality control and labeling to client specifications for numbers and/or names		Per Image	\$	\$	
34	Same as above at 300 DPI		Per Image	\$	\$	
Total	(items 1 through 34)	\$	\$			

Item No.	Item Description	Est. Annual Qty.	UOM	Annual Renewal cost	Unit Price routine QC
SECT	ION B: Digital Document Repo	sitory Sto	orage		
35	Set-up, testing, training on-site charges for on-line repository per project	100	Per visit	NA	\$
36	Monthly data storage fee for documents in on-line repository. If scaled according to volume, show pricing for individual levels. This price should include basic indexing of images stored there. If there is a separate purging cost or to transfer the images with indexing retained to another repository. Please list these separately.	217	Per Gigabyte	NA	\$
37	Maintenance and support costs for software using the on-line off-site repository, if any	1	Per License	\$	NA
38	Cost of initial software license required to access, deposit/remove, and/or alter records stored in the on-line off-site repository	1	Per License	\$	NA
39	Yearly renewal costs for software required to access, deposit/remove, and/or alter records stored in the on-line off-site repository	1	Per License	\$	NA
40	Cost to migrate current document storage to new system	7.25 million	Per image	\$	\$
41	Same volume as above but by Gigabyte	217	Per Gigabyte	\$	\$
42	Additional professional services required to development department/agency applications for the current software/hardware	1	Per Hour	NA	\$

Item No.	Item Description	Est. Annual Qty.	UOM	Annual Renewal cost	Unit Price routine QC
43	Initial cost to add additional programs already available which augment current services	1	Per program	NA	\$
Total (items 35 through 43)				\$	\$

SECTION C: Cloud	d for Scanning, [Digital formattin	g Services				
Users	1 User	Min 1 - Max 10	Min 1 - Max 10	Unlimited	Cost		
Online Storage	10 or 100 GB	100 GB	1000	Unlimited			
File Size Limit	250 MB or 5 GB	2 GB	5 GB	5 GB			
Mobile Sync and S	Mobile Sync and Share						
Desktop Sync							
Mobile Access							
Content Management and Scanning Cloud Apps							
SSL and Rest Encryption							
Two-Factor Authentication							
Secure Sharing							
Office Integration							
Edit Documents							
Rich File Preview							
Search			Full Text	Full Text			
Access Permissions							
Auto-Expiration	_						
File Locking							

		N	0		
SECTION C: Clou	d for Scanning, L	Digital formattin	g Services		
Access Stats					
Granular Permissions					
Version History		25	50	100	
Content Security a	and Management				
User Management					
Content Management and Scanning Audit Logs					
Content Management and Scanning Mobile Security Control					
Content Management and Scanning Customized Admin Roles					
Content Management and Scanning Granular File and User Statistics					
Security Reporting					
Custom Branding					
Custom Terms of Service					
Content Managem	ent and Scannin	g Integrations/A	\P Ι		
Active Directory & Single Sign On (SSO)				Unlimited	
Content Management and Scanning Embed Integrations					
Content Management and Scanning API					
Reporting API					

SECTION D: License and Service Implementation					
	License Price	Software Update License, Upgrade and Support	Metric		
Content Management / Scanning Products			Monitored Users/ Processors		
Content Management / Scanning Integration			Unlimited		
Application Integration			Unlimited		
Application Integration Architecture Foundation Pack			Unlimited		
Content Management / Scanning Out of box Implementation			Unlimited		
Content Management / Scanning Custom Implementation			Unlimited		

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

•	If you currently have a Fair proposal.	tax County business	license, please	submit a copy with you	ır
•	Do you have an office in:	Virginia Fairfax County	□ Yes □ Yes	□ No □ No	
•	Date business began/will beg	gin work in Fairfax Co	ounty		
	letailed description of the bus ated outside of Fairfax County				
					- - -
	Signature	_	Date	e	
Со	mplete and return this f	orm or a copy of	your current	Fairfax County Busi	ness

License with your proposal.

VIRGINA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder, offeror or contractor:

□ is a corporation or other business entity with the following SCC identification number:
OR-
□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-
□ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
Please check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (Fairfax County reserves the right to determine in its sole discretion whether to allow such waiver):

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:	-
Signature/Date:	<i>I</i>
Company Name:	-
Address:	 -
City/State/Zip:	 -
SSN or TIN No:	

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 36 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Manassas Park, Virginia	
Alexandria Sanitation Authority	Maryland-National Capital Park & Planning	
, i	Commission	
Alexandria, Virginia	Maryland Transit Administration	
Arlington County, Virginia	Metropolitan Washington Airports Authority	
Arlington Public Schools, Virginia	Metropolitan Washington Council of	
	Governments	
Bladensburg, Maryland	Montgomery College	
Bowie, Maryland	Montgomery County, Maryland	
Charles County Public Schools, MD	Montgomery County Public Schools	
College Park, Maryland	Northern Virginia Community College	
Culpeper County, Virginia	Omni Ride	
District of Columbia	Potomac & Rappahannock Trans.	
	Commission	
District of Columbia Courts	Prince George's County, Maryland	
District of Columbia Public Schools	Prince George's County Public Schools	
DC Water and Sewer Authority	Prince William County, Virginia	
Fairfax County Water Authority	Prince William County Public Schools, VA	
Fairfax, Virginia (City)	Prince William County Service Authority	
Falls Church, Virginia	Rockville, Maryland	
Fauquier County Government and	Spotsylvania County Schools, Virginia	
Schools, Virginia		
Frederick, Maryland	Stafford County, Virginia	
Frederick County Maryland	Takoma Park, Maryland	
Gaithersburg, Maryland	Upper Occoquan Sewage Authority	
Greenbelt, Maryland	Vienna, Virginia	
Herndon, Virginia	Virginia Railway Express	
Leesburg, Virginia	Washington Metropolitan Area Transit	
	Authority	
Loudoun County, Virginia	Washington Suburban Sanitary Commission	
Loudoun County Public Schools	Winchester, Virginia	
Loudoun County Sanitation Authority	Winchester Public Schools	
Manassas, Virginia	Others:	
Manassas City Public Schools,		
Virginia		

Complete and return this form with your proposal.		
	Vendor Name	

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

COUNTY OF FAIRFAX



DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM

12000 Government Center Parkway, Suite 427 Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title:	<u> </u>					
Prime Contractors Nar	ne:					
Prime Contractor's Cla	ssification:					
You are required to provide subcontractor (ref. paragrapherese check here if you and and and are the subject of	n 35, Special Provisions)	. Please com			nt and small/minority classif t with your submission.	ication of each first-tie
SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

Fairfax County DEPARTMENT OF INFORMATION TECHNOLOGY IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT CONCERNING ACCESS TO AND USE OF INFORMATION SYSTEMS AND COMMUNICATIONS TECHNOLOGY AT FAIRFAX COUNTY, VIRGINIA

I / this firm	working as a consultant/contractor/services provider for Fairfax County
obligation to conduct work on any Faird devices, and/or software (programming laweb based or 'cloud' applications), system software and electronics, Internet capabil manner and within the guidelines of the based technology is to perform work for County Government, and therefore we applicies of Fairfax County Government. Adata, the network, internet, and, Fairfax	hnology and communications systems, recognize my/our firm's legal and ethical ax County information or communications system using computer hardware and anguages, operating systems, databases, third party applications software (COTS) and mutilities, security solutions, monitoring systems, and, data or voice communications lities, etc. and county data/content herein referred to as 'technology', in a responsible County's IT Security Policy and/or firm's contract. My/our purpose in using computer the Fairfax County Department of Information Technology (DIT) in support of Fairfax re subject to the standards, IT Security and Privacy policies, and ethics and behavior is a condition for and in consideration of being given access to the computer systems, County computer center(s), IT galleries, server rooms, network core facilities, third county services are provided, I/we agree that:
	als that I or my firm has represented in being hired to perform my/our duty and tatives have successfully passed a certifiable criminal background check.
systems for any reason except for purpo firm's contract and assignment with the C available or acquired from Fairfax County and job assignments and responsibilities f County that develops systems, logic, or without express permission of appropriate	ology systems to access any information available or acquired from the technology ses directly related to our job assignments and responsibilities as defined by my/my ounty. I/we will not use Fairfax County technology systems to disclose any information systems for any reason except for purposes directly related to my/my firm's contract or such use as defined by DIT. I/we understand that any work I/we perform for Fairfax data is the property of Fairfax County, and I/we cannot take or send such products a Fairfax County authority. I/we understand that a user agency may ask me/ my firm to be privacy and security of the information that a user agency administers, such as for y laws.
between such vendor and Fairfax County	and/or utilities only in accordance with such provisions as may have been agreed to I/we will not deliberately violate any copyright laws or agreements states or implied gnize that to do so makes me/my company liable for any applicable penalties and may from the County's engagement.
change, damage or destruction of County be considered a breach of contract and/o include immediate release from the engag the actions of my/this firms actions in the	rate misuse of Fairfax County technology, data, and/or software, which results in the systems, programs, and/or data is considered destruction of County property and may r a criminal offense. I/we understand that our firm may be liable and may be liable to tement for breach of the Fairfax County IT Security Policy, and possible prosecution for destruction of County property. I/we further understand and recognize that there are it information and for the improper use of government information.
I/we have completely read and fully understa	nd the terms of this agreement and accept these terms.
Name of Firm	-
Consultant/Representative Signature	Date
Firm Authorized Representative	Date
I accept this agreement on behalf of Fairfax C	ounty, Virginia.
ISO	Date
	IT Services Provider Agreement for Use of IT DIT Revised: April 2013